

REMARKS

STATUS OF THE CLAIMS:

Claims 1-9 have been pending.

Claims 1-7 are rejected.

Claims 8 and 9 are restricted and constructively not elected.

In accordance with the foregoing, the claims are amended and claims 8 and 9 are cancelled without prejudice, and, thus the pending claims remain for reconsideration, which is respectfully requested.

No new matter has been added.

The Examiner's rejections are respectfully traversed.

ELECTION/RESTRICTION:

In accordance with the foregoing, claims 8 and 9 cancelled without prejudice.

35 U.S.C. §112 REJECTION:

Claims 1-7 are rejected under 35 U.S.C. § 112, second paragraph, as allegedly being indefinite. In particular, the Office action states "capable of" is not a limitation in the patentable sense."

In accordance with the foregoing, the claims are amended, taking into consideration the Examiner's comments. Applicants respectfully submit claims 1-7 comply with the requirements of 35 U.S.C. 112, second paragraph. Accordingly, applicants respectfully request withdrawal of the claim rejections.

35 U.S.C. § 102 REJECTION:

The Office Action maintains from the previous Office Action rejection of claims 1 and 3-5 under 35 U.S.C. § 102(e) as being anticipated by Reinsma, U.S. Patent Publication No. 2002/0116239, hereinafter referred to as "Reinsma."

Reinsma allegedly anticipates independent claims 1, 4 and 5.

The applicants respectfully traverse these rejections, because Reinsma cannot anticipate the claimed present invention, since Reinsma fails to disclose, either expressly or inherently, the claimed method comprising "coordinating between the fabrication factory and the building materials manufacturer by sending fabrication order information to said fabrication factory and

sending building materials order information, including information of said fabrication factory ~~that is a destination to ship where the building materials are to be shipped~~, to said building materials manufacturer, **based on said order received information**” as recited, for example, in amended claim 1.

The Office Action relied on Reinsma, which discusses a “system for optimization, where a lowest cost set of building materials or systems that may be used in constructing a structure within given criteria is determined” (Reinsma, abstract, lines 1-3). Reinsma further discusses “[a] contractor module 50 is employed to organize contractor schedules and to provide a list of available contractors and their installation costs for the items selected in the package. An alliance supplier module 52 is employed to organize available suppliers and the cost of each product carried by the supplier.” In other words, Reinsma discusses a system that organizes the cost set of construction items needed for a construction project, which are available from a supplier, and lists which contractors would be available to perform the construction and their installation costs based on a reduced cost set of building materials.

Reinsma further discusses, “the system may be used to permit manufacturers, builders, consumers, contractors, and suppliers to work together, which allows references to flow back and forth along the supply chain” (Reinsma, Page 9, first column, lines 52-55). In other words, Reinsma discusses that a builder may use the system to locate the identity of a supplier for a particular job based on cost. While Reinsma discusses a system which “permit[s] manufacturers, builders, consumers, contractors, and suppliers to work together,” the only method suggested by Reinsma to “work together” is through a reference system. Therefore, Reinsma only discusses a “reference” system, which allows different construction related providers, i.e. suppliers and builders, to find each other.

The Office Action, in the response to the arguments at page 10, line 1, states “Reinsma provides for necessary information to be sent to these parties.” Applicants respectfully disagree with the Examiners assertion, because Reinsma merely discusses a reference system to allow suppliers and contractors to “work together.” For example, Reinsma at paragraph 65, lines 11-15, discusses:

Interface program 12 may also be employed to **generate contractor referrals**, including contractor schedules with associated installation and construction delay costs, **so that the user may select from a variety of contractors that may be employed to install the items.**

The Office Action at page 9, lines 18-20, asserts that the “contractor” equated to the claimed “fabrication factory,” however, Reinsma only discusses generating a list of potentially available contractors, and thus fails to disclose, either expressly or inherently, the claimed “sending fabrication order information to said fabrication factory” because Reinsma only discusses showing available contractors and does not disclose “sending fabrication order information,” to anyone. In other words, it is clear that Reinsma does not expressly discuss the claimed “sending fabrication order information to said fabrication factory.” Reinsma also fails to inherently disclose “sending fabrication order information to said fabrication factory” as recited in claim 1, because Reinsma only discusses finding a reduced cost set of building materials for constructing a structure and does not necessarily provide “**sending fabrication order information** to said fabrication factory.”

Furthermore, Reinsma fails to disclose, either expressly or inherently, the claimed “**coordinating between the fabrication factory and the building materials manufacturer by sending fabrication order information to said fabrication factory and sending building materials order information, including information of said fabrication factory ~~that is a destination to ship where the building materials are to be shipped~~, to said building materials manufacturer, based on said order received information**” because, as noted above, Reinsma only discloses referring contractors who the user could select to perform the installation. Reinsma cannot inherently disclose “**coordinating between the fabrication factory and the building materials manufacturer... based on said order received information,**” because Reinsma only discusses finding a reduced cost set of building materials and listing contractors available to install the materials.

Independent claims 4 and 5 patentably distinguish over the cited prior art for similar reasons as independent claim 1.

Dependent claim 3 recites patentably distinguishing features of its own or is at least patentably distinguishing due to its dependence from independent claim 1. Withdrawal of the rejection of pending claims, and allowance of pending claims is respectfully requested.

35 U.S.C. § 103(a) REJECTIONS:

Dependent claims 2, 6 and 7 are rejected under 35 U.S.C. § 103(a) as being unpatentable over Reinsma in view of Eze, U.S. Patent Publication No. 2002-0103714, hereinafter referred to as “Eze.”

The Office Action at page 8, lines 6-7 acknowledge, "Reinsma fails to explicitly disclose wherein the information is customized." The Examiner relies upon Eze to disclose the features of dependent claims 2, 6 and 7.

Eze at paragraph 43, lines 3-13 discuss:

FIG. 3 illustrated a product ordering web page for the user interface of FIG. 2, according to one embodiment of the present invention. In display area 302, an enlarged picture of **the selected garment is displayed**. The garment may be displayed alone, on a model, or in a similar type of representation. Various different views or representations may be displayed if available. In one embodiment, if various options for the garment are available, such as color, **the different options may be viewed through a pull-down menu** or other similar display scheme.

In other words, Eze discloses a clothing website which displays an image of the garment selected by the user and has a plurality of pull down menus which allow the user to choose the color or size of the garment. However, Eze fails to disclose, either expressly or inherently, the claimed "wherein **said order received information includes an image** indicating customized fabrication indication information," because Eze only discusses displaying a garment selected by the user and therefore fails to disclose or suggest the claimed "order received information includes an image..." In other words, Eze discusses a website which shows the item the user wishes to purchase, however, Eze does not disclose, either expressly or inherently, the claimed "**order received information includes an image**" because the user in Eze does not send order information including an image.

Withdrawal of the rejection of pending claims, and allowance of pending claims is respectfully requested.

CONCLUSION

There being no further outstanding objections or rejections, it is submitted that the application is in condition for allowance. An early action to that effect is courteously solicited.

Finally, if there are any formal matters remaining after this response, the Examiner is requested to telephone the undersigned to attend to these matters.

If there are any additional fees associated with filing of this Amendment, please charge the same to our Deposit Account No. 19-3935.

Respectfully submitted,

STAAS & HALSEY LLP

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By: _____



Mehdi Sheikerz
Registration No. 41,307

1201 New York Avenue, NW, 7th Floor
Washington, D.C. 20005
Telephone: (202) 434-1500
Facsimile: (202) 434-1501